

TO: Mail Stop 8 Director of the U.S. Patent & Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450	REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK
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In Compliance with 35 § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been filed in the U.S. District Court NDCA, San Francisco Division on the following ☒ Patents or ☐ Trademarks:

DOCKET NO. CV 11-03975 SI	DATE FILED 8/15/11	U.S. DISTRICT COURT Northern District of California, 450 Golden Gate Avenue, San Francisco, CA
PLAINTIFF PROCONGPS INC INC		DEFENDANT STAR SENSOR LLC
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 6,035,774		*SEE ATTACHED COMPLAINT*
2		
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4		
5		

In the above—entitled case, the following patent(s) have been included:

DATE INCLUDED	INCLUDED BY	
	<input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading	
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
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In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT

CLERK Richard W. Wicking	(BY) DEPUTY CLERK 	DATE August 16, 2011
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- 1 infringement of others and/or contributing to the infringement by others) infringed
2 one or more claims of the '774 Patent and one or more claims of the '217 Patent;
3 b. A permanent injunction enjoining Defendants and their officers, directors, agents,
4 servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all
5 others acting in active concert or participation with them, from infringing the '774
6 Patent and the '217 Patent;
7 c. A judgment and order requiring Defendants to pay Procon its damages (including
8 a reasonable royalty and/or lost profits), costs, expenses, and pre-judgment and
9 post-judgment interest for Defendants' infringement of the '774 Patent and the
10 '217 Patent;
11 d. A Judgment and order finding that Defendants willfully infringed the '774 Patent
12 and the '217 Patent, and trebling damages under 35 U.S.C. § 284;
13 e. A judgment and order finding that this is an exceptional case within the meaning
14 of 35 U.S.C. § 285 and awarding Procon its reasonable attorneys' fees and costs;
15 and
16 f. Any other relief as the Court deems just and proper.

17
18 Dated: August 11, 2011

19
20 By: 

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25 ProconGPS, Inc.
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10 Attorneys for Plaintiff,
11 ProconGPS, Inc.

12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA

14 CV 11 3975

16 PROCONGPS, INC., a Tennessee
17 Corporation,

18 Plaintiff,

19 v.

20 STAR SENSOR, LLC, a California
21 Limited Liability Company; JIM
22 SCHUMACHER, a California Limited
23 Liability Company (d/b/a GPS Vehicle
24 Finder); JIM SCHUMACHER, an
individual; TONY RANGEL, an
individual; SKYPATROL, LLC., a Florida
Limited Liability Corporation,

25 Defendants.

CASE NO.

COMPLAINT FOR PATENT
INFRINGEMENT

DEMAND FOR JURY TRIAL

26 Plaintiff ProconGPS, Inc., by and through its attorneys, hereby alleges for its Complaint
27 against Defendants Star Sensor Technology, LLC, Jim Schumacher, LLC, Mr. Jim Schumacher,
28

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2011 AUG 15 A 10:56
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE
NEW YORK, NEW YORK 10014-4500

SI

Mr. Tony Rangel, and Skypatrol, LLC, (collectively, "Defendants") the following.

PARTIES

1. ProconGPS, Inc. ("Procon") is a corporation organized under the laws of the State of Tennessee with its principal place of business at 2035 Lakeside Centre Way, Suite 125 Knoxville, Tennessee 37922 and facilities in Irvine, California, and is doing business in this district.

2. On information and belief, Star Sensor Technology, LLC ("Star Sensor") is a limited liability company organized under the laws of the State of California with its principal place of business at 5753-G E. Santa Ana Canyon Rd. Anaheim Hills, California 92807 and is doing business in this district. On information and belief, Defendant Star Sensor was organized by Tony Rangel, currently a member of Star Sensor.

3. On information and belief, Jim Schumacher, LLC ("Schumacher LLC") is a limited liability company organized under the laws of the State of California with its principal place of business at 367 Ogle St., Costa Mesa, California, 92627, and is doing business in this district.

4. On information and belief, Jim Schumacher is an individual residing in Newport Beach, California, and is the sole member of Jim Schumacher, LLC. On information and belief, Jim Schumacher also cofounded Star Sensor and is doing business in this District.

5. On information and belief, Tony Rangel is an individual residing in Chino Hills, California, is a member of Star Sensor, and is doing business in this district.

6. On information and belief, SkyPatrol, LLC. ("Skypatrol") is a limited liability company organized under the laws of the State of Florida with its principal place of business at 3055 NW 84th Avenue, Miami, Florida 33122 and is doing business in this district.

JURISDICTION AND VENUE

7. This is an action for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code. Jurisdiction as to these claims is conferred on this Court by 28 U.S.C. §§ 1331 and 1338(a).

8. Venue is proper in this District under 28 U.S.C. §§ 1391 and 1400(b). On

1 information and belief, Defendants have committed acts of direct and/or indirect infringement in
2 this judicial district and/or have purposely transacted business in the infringing goods and/or
3 services in the State of California and in this judicial district.

4 9. On information and belief, this Court has personal jurisdiction over Defendants
5 because Defendants transact business in the State of California and in this District. On
6 information and belief, Defendants either directly or through intermediaries, solicited business,
7 conducted and do conduct business, ship, distribute, offer for sale, and/or sell products and
8 services in California and within this judicial district. Upon information and belief, Defendants
9 derive substantial revenue from their acts of infringement within the State of California and in
10 this District.

11 INTRADISTRICT ASSIGNMENT

12 10. This is an Intellectual Property Action to be assigned on a district-wide basis
13 pursuant to Civil Local Rule 3-2(c).

14 THE ASSERTED PATENTS

15 11. On February 15, 2000, the United States Patent and Trademark Office ("USPTO")
16 duly and legally issued U.S. Patent No. 6,025,774 ("774 Patent"), entitled "Method for
17 Retrieving Vehicular Collateral." A true and correct copy of the '774 Patent is attached as
18 **Exhibit 1.**

19 12. On June 19, 2001, the USPTO duly and legally issued U.S. Patent No. 6,249,217
20 ("217 Patent"), entitled "Method for Retrieving Vehicular Collateral." A true and correct copy of
21 the '217 Patent is attached as **Exhibit 2.**

22 13. Procon is the exclusive owner of the '217 Patent and the '774 Patent by
23 assignments filed with the USPTO on July 11, 2011.

24 BACKGROUND

25 14. Plaintiff Procon was established in 2002 to provide wireless security and mobile
26 security products and services. Procon has grown to be the leading service provider of location-
27 based products and services, including products and services that perform tracking based on
28 global positioning System ("GPS") data. Procon has designed, developed, marketed, and sold

GPS tracking devices and solutions for several years. The GPS tracking devices from Procon enable customers to locate and track vehicles across Procon's North American data network.

15. In March 2008, Procon entered into non-exclusive licenses for the '774 and '217 Patents from their prior owner. Using these licenses, Procon built their GPS tracking business from \$15 million in 2007 to over \$70 million in 2010. On or about June 27, 2011, Procon purchased the patents from the licensor.

16. The inventions embodied in the '774 and '217 Patents have helped Procon revolutionize the vehicle finance tracking industry. Due to the enormous cost savings and improved security provided by the method of recovering collateral as claimed in the '774 and '217 Patents, auto dealers and financial institutions are able to offer their products and services to a dramatically wider market.

17. On information and belief, Jim Schumacher is a former sales representative at a reseller of Procon's products and services and is an experienced sales representative in the industry.

18. On information and belief, in or about 2005, Jim Schumacher organized Jim Schumacher LLC, an entity based in Costa Mesa, California, and doing business as GPS Vehicle Finder, which operates an Internet website at <http://www.gpsvehiclefinder.com> wherein it sells and offers for sale GPS tracking products and services which infringe the '774 and '217 Patents.

COUNT 1

(Infringement of the '774 Patent)

19. Procon incorporates and realleges paragraphs 1-18 as if fully set forth herein.

20. Defendant Skypatrol has been and is now infringing, directly, literally and/or under the doctrine of equivalents, and/or indirectly (by way of inducing infringement of others and/or contributing to the infringement by others), the '774 Patent by, among other things, making, using, operating, importing, offering to sell, and/or selling products such as Skypatrol's Passport GPS tracking device, and/or offering to sell, selling and/or providing services under programs such as Skypatrol's Fleet Management Solutions, Payment Assurance Solutions, Vehicle Location services, GPS Tracking Solutions, GPS Tracking System and Buy Here Pay

1 Here programs, which implement methods of securing collateral that are covered by one or more
2 claims of the '774 Patent, including without limitation independent claim 1. Thus, defendant
3 Skypatrol is liable for infringement of the '774 Patent under 35 U.S.C. § 271.

4 21. On information and belief, Skypatrol's infringement of the '774 Patent is and has
5 been willful. On information and belief, as a result of a comprehensive analysis Skypatrol
6 previously conducted of the '774 Patent, the USPTO's June 28, 2011 publication of a Certificate
7 of Reexamination, and following a notification from Procon of the '774 Patent, Skypatrol has
8 been aware, or should have been aware, of the '774 Patent since its issuance on February 15,
9 2000.

10 22. Skypatrol did not cease its willful infringement of the '774 Patent. Skypatrol
11 disregarded and continues to disregard the fact that its actions constitute infringement of the '774
12 Patent. This risk of infringement was known or is so obvious that it should have been known to
13 Skypatrol.

14 23. Defendants Star Sensor, Tony Rangel, Jim Schumacher and Jim Schumacher LLC
15 have been and are now infringing, directly, literally and/or under the doctrine of equivalents,
16 and/or jointly and/or indirectly (by way of inducing infringement of others and/or contributing to
17 the infringement by others) the '774 Patent in California and in this district and throughout the
18 United States by, among other things, making, using, operating, importing, offering to sell, and/or
19 selling products such as the ES101 GPS/GPRS module and the LCS-1 GPS tracking device,
20 and/or offering to sell, selling and/or providing services under programs such as Star Sensor's
21 Fleet & Dispatch Solutions, Trailer Monitoring Solutions, Container Tracking Solutions,
22 Personal/Portable Solutions, Automotive Applications and/or other GPS tracking solutions
23 programs, which implement one or more methods of securing collateral that are covered by one
24 or more claims of the '774 Patent, including without limitation, independent claim 1. Defendants
25 Star Sensor, Tony Rangel, Jim Schumacher and Jim Schumacher LLC are thus liable for
26 infringement of the '774 Patent pursuant to 35 U.S.C. § 271.

27 24. On information and belief, Star Sensor, Tony Rangel, Jim Schumacher and Jim
28 Schumacher LLC's infringement of the '774 Patent is and has been willful. Star Sensor, Tony

1 Rangel, Jim Schumacher, and Jim Schumacher, LLC, have known or should have known of the
2 '774 Patent since its issuance on February 15, 2000. On information and belief, Jim Schumacher,
3 through Jim Schumacher LLC, was a reseller of Procon's products and services before
4 establishing Star Sensor, and knew or should have known of the '774 Patent, pre-existing
5 licensees of the '774 Patent, and the necessity for a license for Star Sensor, Tony Rangel, Jim
6 Schumacher, and Jim Schumacher, LLC to make, use, operate, import, offer to sell, and/or sell
7 products and services implementing one or more methods covered by one or more claims of the
8 '774 Patent.

9 25. On information and belief, Star Sensor, Tony Rangel, Jim Schumacher, and Jim
10 Schumacher LLC have not ceased their willful infringement of the '774 Patent, and disregarded
11 and continue to disregard the fact that their actions constitute infringement of the '774 Patent. On
12 information and belief, this risk has been known, or is so obvious, that it should have been known
13 to Star Sensor, Tony Rangel, Jim Schumacher, and Jim Schumacher LLC.

14 26. Upon information and belief, all Defendants committed these acts of infringement
15 without license or authorization.

16 27. As a result of Defendants' infringement of the '774 Patent, Procon has suffered
17 monetary damages in an amount not yet determined, and Procon will continue to suffer severe
18 and irreparable harm unless this Court issues a permanent injunction prohibiting Defendants from
19 infringing the '774 Patent.

20 COUNT II

21 (Infringement of the '217 Patent)

22 28. Plaintiff incorporates and realleges the allegations of paragraphs 1-27 as if fully set
23 forth herein.

24 29. Defendant Skypatrol has been and is now infringing, directly, literally and/or
25 under the doctrine of equivalents, and or jointly and/or indirectly (by way of inducing
26 infringement of others and/or contributing to the infringement by others), the '217 Patent by,
27 among other things, making, using, operating, importing, offering to sell, and/or selling products
28 such as Skypatrol's Passport GPS tracking device, and/or offering to sell, selling and/or providing

1 services under programs such as Skypatrol's Fleet Management Solutions, Payment Assurance
2 Solutions, Vehicle Location services, GPS Tracking Solutions, GPS Tracking System and Buy
3 Here Pay Here programs, which implement methods of securing collateral that are covered by one
4 or more claims of the '217 Patent, including independent claim 1. Defendant Skypatrol is thus
5 liable for infringement of the '217 Patent under 35 U.S.C. § 271.

6 30. On information and belief, Skypatrol's infringement of the '217 Patent is and has
7 been willful. On information and belief, as a result of a comprehensive analysis Skypatrol
8 previously conducted of the '217 Patent, the USPTO's June 7, 2011 publication of a Certificate of
9 Reexamination, and following a notification from Procon of the '217 Patent, Skypatrol has been
10 aware, or should have been aware, of the '217 Patent since its issuance on June 19, 2001.

11 31. Skypatrol has not ceased its willful infringement of the '217 Patent. Skypatrol
12 disregarded and continues to disregard the fact that its actions constitute infringement of the '217
13 Patent. This risk of infringement was known or is so obvious that it should have been known to
14 Skypatrol.

15 32. Defendants Star Sensor, Tony Rangel, Jim Schumacher and Jim Schumacher LLC
16 have been and are now infringing, directly, literally and/or under the doctrine of equivalents,
17 and/or jointly and/or indirectly (by way of inducing infringement of others and/or contributing to
18 the infringement by others) the '217 Patent in California, in this district, and throughout the
19 United States by, among other things, making, using, operating, importing, offering to sell, and/or
20 selling products such as the ES101 GPS/GPRS module and the LCS-1 GPS tracking device,
21 and/or offering to sell, selling and/or providing services under programs such as Star Sensor's
22 Fleet & Dispatch Solutions, Trailer Monitoring Solutions, Container Tracking Solutions,
23 Personal/Portable Solutions, Automotive Applications, and/or other GPS tracking solutions
24 programs, which implement one or more methods of securing collateral that are covered by one
25 or more claims of the '217 Patent, including without limitation, independent claim 1. Defendants
26 Star Sensor, Tony Rangel, Jim Schumacher and Jim Schumacher LLC are thus liable for
27 infringement of the '217 Patent pursuant to 35 U.S.C. § 271.

28 33. On information and belief, Star Sensor, Tony Rangel, Jim Schumacher and Jim

Schumacher LLC's infringement of the '774 Patent is and has been willful. Star Sensor, Tony Rangel, Jim Schumacher, and Jim Schumacher, LLC, have known or should have known of the '217 Patent since its issuance on June 19, 2001. On information and belief, Jim Schumacher, through Jim Schumacher LLC, was a reseller of Procon's products and services before establishing Star Sensor, and knew or should have known of the '217 Patent, pre-existing licenses to use the '217 Patent, and the necessity for a license for Star Sensor, Tony Rangel, Jim Schumacher, and Jim Schumacher, LLC to make, use, operate, import, offer to sell, and/or sell products and services implementing one or more methods covered by one or more claims of the '217 Patent.

34. On information and belief, Star Sensor, Tony Rangel, Jim Schumacher, and Jim Schumacher LLC have not ceased their willful infringement of the '217 Patent, and disregarded, and continue to disregard, the fact that their actions constitute infringement of the '217 Patent. On information and belief, this risk has been known, or is so obvious, that it should have been known to Star Sensor, Tony Rangel, Jim Schumacher, and Jim Schumacher LLC.

35. Upon information and belief, all Defendants committed these acts of infringement without license or authorization.

36. As a result of Defendants' infringement of the '217 Patent, Procon has suffered monetary damages in an amount not yet determined, and Procon will continue to suffer severe and irreparable harm unless this Court issues a permanent injunction prohibiting Defendants, their agents, servants, employees, representatives, and all others acting in active concert therewith from infringing the '217 Patent.

DEMAND FOR JURY TRIAL

Plaintiff Procon requests a trial by jury of any issues so triable.

PRAYER FOR RELIEF

For the foregoing reasons, Procon respectfully asks this Court to grant the following relief in favor of Procon and against Defendants:

- a. A judgment in favor of Procon that the Defendants have directly (literally and/or under the doctrine of equivalents), and/or indirectly (by way of inducing